

John Kucera (Bar No. 274184)  
jkucera@bsflp.com  
Melissa K. Zonne (Bar No. 301581)  
mzonne@bsflp.com  
BOIES SCHILLER FLEXNER LLP  
2029 Century Park East  
Los Angeles, CA 90067  
Tel: (213) 629-9040  
Fax: (213) 629-9022

*Attorney for Plaintiff*  
**NICHOLAS NEGROPONTE**

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

NICHOLAS NEGROPONTE, an  
individual,

*Plaintiff,*

v.

DIMITRI SERGE NEGROPONTE, an  
individual, and YOONJUNG KIM, an  
individual,

*Defendants.*

Case No.

**VERIFIED COMPLAINT FOR:**

**1. Breach of Contract**

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**VERIFIED COMPLAINT**

**VERIFIED COMPLAINT**

Plaintiff Nicholas Negroponte (“Plaintiff”) hereby brings this Verified Complaint against Defendants Dimitri Serge Negroponte and Yoonjung Kim (together “Defendants”). Plaintiff alleges as follows based upon his personal knowledge with respect to their own acts or acts taking place in his presence, and upon information and belief as to all other matters.

**PRELIMINARY STATEMENT**

1. Plaintiff brings this action seeking money damages and/or alternative relief with respect to the default by Defendants on two promissory demand notes (the “Promissory Notes”).

2. Plaintiff made a demand for payment on October 17, 2023, demanding payment by October 31, 2023. More than ten (10) days have now passed since the due date without payment, thereby placing Defendants in default and breach of the Promissory Notes, per their terms. Consequently, Defendants now owe Plaintiff the principal amounts, accrued interest and a five percent late charge of the total amount owed.

**THE PARTIES**

3. Plaintiff Nicholas Negroponte is an individual. He is a computer scientist, academic and business leader in the technology industry. He is the co-founder and former director of MIT Media Lab and an author and active investor. Mr. Negroponte is a citizen of the Commonwealth of Massachusetts who currently resides in London, England.

4. Defendant Dimitri Serge Negroponte is an individual. He is Plaintiff’s son. He is a citizen of the State of California who currently resides in Los Angeles, California.

5. Defendant Yoonjung Kim is an individual. She is the spouse of Dimitri Serge Negroponte. She is a citizen of the State of California who currently resides in Los Angeles, California.

## JURISDICTION AND VENUE

6. This Court has diversity jurisdiction over this matter pursuant to 28 U.S.C. § 1332 because Plaintiff and Defendants are citizens of different States and the amount in controversy exceeds \$75,000, exclusive of interest and costs.

7. This Court has general personal jurisdiction and specific personal jurisdiction over Defendants because Defendants reside in this district and because Plaintiff's allegations herein arise from actions and contacts by Defendants in this district.

8. Defendants reside in Los Angeles, California.

9. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) because all defendants are residents of this judicial district, and a substantial part of the events giving rise to the claims herein occurred in this district.

## FACTUAL BACKGROUND

10. Plaintiff and Defendants entered into two agreements in which Defendants agreed to pay Plaintiff, upon his demand, a total of \$6,106,528, plus interest, pursuant to two Promissory Notes, in the amounts of \$3,000,000 and \$3,106,528. In exchange and consideration for those agreements, Plaintiff conveyed certain limited rights to Defendants relating to two properties located in France owned by Plaintiff (the "French Properties").

11. On June 30, 2023, Defendants Dimitri Serge Negroponte and Yoonjung Kim each signed two Promissory Notes. The Promissory Notes are dated as of March 25, 2022 and November 16, 2022, to reflect and acknowledge the dates of transfer of limited rights in the French Properties from Plaintiff to Defendants. True and correct copies of the Promissory Notes are attached hereto as **Exhibits A and B**.

12. The Promissory Notes were signed in the presence of Plaintiff, on the dining room table in an Airbnb that Defendants had rented in Florence, Italy. Plaintiff stayed with Defendants at the Airbnb, located at Via Lorenzo Il Magnifico, 53, 50129 for four nights from June 27 to July 1, 2023.



1           13. Despite the fact that Plaintiff observed Defendants signing the  
2 Promissory Notes, and the prior admission of Dimitri Serge Negroponte that he  
3 signed the Promissory Notes, after Plaintiff made his demand for payment,  
4 Defendants denied having signed the Promissory Notes.

5           14. Plaintiff retained Thomas W. Vastrick, who is certified as a Forensic  
6 Document Examiner by the American Board of Forensic Document Examiners, to  
7 opine on whether Defendants wrote their respective signatures on the two Promissory  
8 Notes. Mr. Vastrick concluded: (a) To the level of “highly probable” (meaning  
9 virtually certain and reflecting a very high level of confidence), Dimitri Serge  
10 Negroponte wrote his signature on each of the Promissory Notes; and (b) To the level  
11 of “probable” (meaning pointing rather strongly and reflecting a high level of  
12 confidence), Yoonjung Kim wrote her signature on each of the Promissory Notes.

13           15. On October 5, 2023, Defendant Dimitri Serge Negroponte and Plaintiff  
14 engaged in electronic communications via iMessage in which Dimitri Serge  
15 Negroponte stated: “I want the letter we signed in Florence back and voided.... You  
16 will call Dinna [sic] and have her annul that letter. And she will send me the  
17 annulment.” Dina Kapur Sanna, a partner at law firm of Day Pitney, drafted the two  
18 Promissory Notes. The “letter we signed in Florence” that Defendant Dimitri Serge  
19 Negroponte sought to “annul” consisted of the two Promissory Notes that are the  
20 subject of this action.

21           16. The Promissory Notes provide that “principal and interest shall be  
22 payable **ON DEMAND**” by Plaintiff. Exhibits A and B, Section 2 (emphasis in  
23 originals).

24           17. Section 1 of the Promissory Notes provide that interest shall accrue daily  
25 from the date of the notes until payment in full, at a rate per annum equal to the  
26 Federal short-term rate set forth in Section 1274(d) of the Internal Revenue Code.

27           18. Plaintiff’s counsel sent a demand notice signed by Plaintiff to  
28 Defendants on October 17, 2023, demanding payment and accrued interest by

1 October 31, 2023. A true and correct copy of that demand is attached hereto as  
2 **Exhibit C.**

3 19. Pursuant to Section 5 of each of the Promissory Notes, the failure to  
4 make payment of principal or interest within ten (10) days after it is due and payable  
5 constitutes default of the note.

6 20. As of the date of this Verified Complaint, Defendants have failed to pay  
7 Plaintiff any sum on the Promissory Notes.

8 21. Pursuant to Section 4 of the Promissory Notes, if any amount due is not  
9 paid "for ten (10) days after such payment becomes due," Plaintiff may impose a  
10 delinquency or late charge equal to five percent (5%) of the total amount due.

11 22. Defendants are therefore in default on both Promissory Notes and owe  
12 Plaintiff the principal amounts of each Promissory Note, plus accrued interest and a  
13 five percent late charge of each total amount due.

14 **FIRST CLAIM FOR RELIEF**  
15 **(Breach of Contract)**

16 23. Plaintiff repeats and re-alleges each and every allegation in the preceding  
17 paragraphs as if fully set forth herein.

18 24. As alleged herein, Plaintiff and Defendants entered into two Promissory  
19 Notes whereby Defendants agreed to pay sums in the amounts of \$3,000,000 and  
20 \$3,106,528 upon Plaintiff's demand, in exchange for the transfer of property rights to  
21 the two France Properties.

22 25. Plaintiff satisfied all, or substantially all, of his obligations under the two  
23 Promissory Notes, including transferring limited rights in the French Properties to  
24 Defendants on the dates reflected on the Promissory Notes.

25 26. Defendants are in default of the two Promissory Notes because they failed  
26 to pay any amounts due on the two Promissory Notes within ten (10) days of Plaintiff's  
27 written demand for payment. Consequently, Defendants have breached their  
28 contractual obligations.

27. Plaintiff has been harmed by Defendants' breach of contract and failure to pay the amounts demanded pursuant to the Promissory Notes.

DATE: November 13, 2023

/s/ Melissa K. Zonne

John Kucera

**BOIES SCHILLER FLEXNER LLP**  
2029 Century Park East, Suite 1520  
Los Angeles, CA 90067

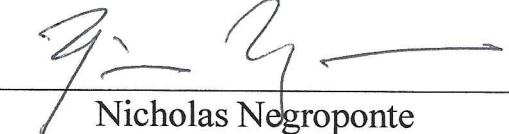


**Verification**

I, Nicholas Negroponte, declare as follows:

1. I am the Plaintiff in this action, a citizen of the United States of America, and a resident of the Commonwealth of Massachusetts.
2. I have personal knowledge of the activities set forth and documents identified in the foregoing Verified Complaint and if called on to testify I would competently testify as to the matters stated therein.
3. Pursuant to 28 U.S.C. §1746, I verify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on November 11, 2023

  
\_\_\_\_\_  
Nicholas Negroponte